

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION WASHINGTON, D.C.
TERMS AND CONDITIONS FOR THE
PUBLIC RIGHT-OF-WAY OCCUPANCY PERMIT FOR
[PH NAME]

This Terms and Conditions document is filed by [PH NAME] (“PH NAME”) or “Permit holder” in support of issuance of a Public Right-of-Way Occupancy Permit (“Permit”) by the District of Columbia (“District”).

RECITALS

WHEREAS, the purpose of the Permit is to allow the Permit holder to park shared motor-driven cycles in the public right-of-way as part of a publicly accessible shared motor-driven cycle service in the District of Columbia; and

WHEREAS, the government of the District of Columbia (“District”) has authority over the public right-of-way; and

WHEREAS, the D.C. Official Code authorizes the Mayor, or his agent, designee, or representative to impose such conditions on the issuance of said Permit as the Mayor may require under Title VI of the Budget Support Act of 1997, effective April 9, 1997 (D.C. Law 11-198; D.C. Official Code § 10-1141.01 et seq.); and

WHEREAS, that authority has been delegated to the District Department of Transportation (“DDOT”), pursuant to the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 et seq.); and

WHEREAS, the District is willing to authorize the use of the public right-of-way on a non-exclusive basis for the rental of shared motor-driven cycles, so as not to interfere with pedestrian, vehicular or bicycle traffic and only under the terms and conditions imposed in this Terms and Conditions filing and any Permit issued pursuant to these Terms and Conditions and in accordance with the provisions of 24 DCMR Chapter 33, as amended.

WHEREAS, the District has prepared the Permit terms and conditions as set out below; and

WHEREAS, these terms and conditions are subject to change according to any final rulemaking promulgated by the District that becomes effective during the term of the Public Right of Way Occupancy Permit (“PROW OP”) issued to the Permit holder; and

NOW, THEREFORE, based upon the above recitals, Permit holder hereby agrees to the terms and conditions of the PROW OP as follows:

Article I. Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. **Shared motor-driven cycle company** – a company that provides for the rental of shared motor-driven cycles from the public right-of-way for short-term one-way trips.
- B. **Shared motor-driven cycle** - a motor-driven cycle that is available to rent in the public right-of-way for short-term one-way trips through a rental system that is available to the public.
- C. **Motor-driven Cycle:** - a motor vehicle that has:
 - 1. A seat or saddle for the use of the operator and has;
 - 2. Two (2) or three (3) wheels in contact with the ground;
 - 3. A gas, electric, or hybrid motor with a maximum piston or rotor displacement of fifty cubic centimeters (50 cc), or its equivalent, which will propel the device unassisted at a maximum speed no greater than thirty miles per hour (30 mph). A motor-driven cycle shall be a motorcycle when operated at speeds in excess of thirty miles per hour (30 mph) and the operator shall be required to have on his or her possession a valid motorcycle endorsement; and
 - 4. A direct or automatic power drive system which requires no clutch or gear shift operation by the operator after the drive system is engaged with the power unit. (18 DCMR 9901)
- D. **Speed Governor:** a device that ensures the motor of a motor-driven cycle is incapable of propelling the vehicle at a rate of speed in excess of the mandated speed limit on level ground.
- E. **Equity Emphasis Area:** a geographic area identified by the National Capital Region Transportation Planning Board that have significant concentrations of low-income and or minority populations, according to U.S. Census tract-level data. Equity Emphasis Areas as of June 2018 are defined in the map located at:
<https://www.mwcog.org/assets/1/6/Region.pdf>.

Article II. Responsibilities of Permit Holder

A. Fleet

1. Permit holder may operate no less than 100 shared motor-driven cycles, except for temporary fleet reductions in response to severe weather events or other conditions consistent with Article A.21. No more than 600 shared motor-driven cycles may be operated by the permit holder at any time.
2. Permit holder shall certify that all motor-driven cycles deployed are equipped with a speed governor that ensures the vehicle will not travel in excess of 30 miles per hour.
3. Permit holder shall ensure each motor-driven cycle is in working order, safe to operate and deploy in public space, well-maintained, and clean.
4. Permit holder shall only deploy electric-powered motor-driven cycles.
5. Permit holder shall not allow customers to use a shared motor-driven cycle without wearing a helmet.
6. Permit holder shall make in-person instruction in the use of their vehicles available to registered users of their service. Permit holder shall provide DDOT with monthly reports on the number of users who have registered for and completed such in-person instructions.
7. Permit holder shall affix its logo to each motor-driven cycle in the District so that it is clearly visible and shall not allow other logos or advertisements to appear on any motor-driven cycle.
8. Permit holder shall provide at minimum a toll-free telephone number and website address on each motor-driven cycle stating how to report an incorrectly parked vehicle.
9. Permit holder shall register all shared motor-driven cycles with the District of Columbia Department of Motor Vehicles and affix a valid license plate to each vehicle before deploying the vehicle in public space or making it available for public use, as required by law.
10. Permit holder understands that shared motor-driven cycles shall meet the definition of a “motor-driven cycle” as defined in 18 DCMR § 9901.
11. Permit holder shall inform users of all applicable District laws and regulations, including, but not limited to, those regarding speed limits, restrictions on operations (e.g., prohibitions on operating on sidewalks, bicycle lanes, and trails), parking, vehicle registration, and safety.
12. Permit holder shall ensure shared motor-driven cycles can be located and unlocked using a smartphone application, or by manually entering a customer’s account number.

13. Permit holder shall provide DDOT with access to its smart phone application used to rent trips, that allows DDOT employees to unlock any improperly parked shared motor-driven cycles for the purpose of moving such vehicles to the nearest available proper parking location. This does not obligate DDOT to relocate any improperly parked motor-driven cycle. Improper parking of shared motor-driven cycles is the responsibility of the Permit holder.
14. Permit holder shall provide DDOT with at least five (5) account logins for which rentals will be free of charge, for testing purposes only.
15. All shared motor-driven cycles shall be equipped with on-board GPS technology that does not obtain spatial information by relying on a customer's smart phone.
16. GPS data shall be transmitted from all shared motor-driven cycles at a minimum of every 90 seconds while in use to ensure accurate location data is conveyed.
17. GPS data shall be transmitted from all shared motor-driven cycles at a minimum of every 60 minutes while parked to ensure accurate location data is conveyed.
18. Permit holder shall not require customers to grant location services from their smart phones, and shall not require access to contacts, photos, or other personal files. Permit holder may request that customers "opt in" to granting location services for improved functionality, provided that failure or refusal to grant location services shall not result in a customer being unable to use the permit holder's vehicles.
19. Permit holder shall ensure customer data privacy and that operator policies are in accordance with the District's data privacy policies. Permit holder shall not share with third parties (e.g. advertisers, investors, etc.) any personal data of customers who use their mobility services. Exceptions to this prohibition include third parties with whom the permit holder has contractual agreements to conduct business transactions necessary to customers' use of the motor-driven cycles (e.g., payment processing), or when data sharing may be required by District or federal law. Permit holder shall provide clear notification to customers and to DDOT about what data will be accessed and explain how and why data will be used.
20. Permit holder is encouraged to make shared motor-driven cycles available for rental purposes 24 hours per day, seven (7) days per week unless otherwise requested by DDOT.
21. Permit holder shall cooperate with DDOT requests to suspend or alter service and remove vehicles from public space during extreme weather events, special events, or other exigent circumstances.
22. Within 24 hours of permit holder becoming aware of any issue as described below, permit holder shall report to DDOT any issues which could affect public safety, including but not limited to reports of criminal activity involving shared motor-driven cycles, reports on any crash with a fatality or hospitalized injury involving permit holder's shared motor-driven cycles, any contact with the D.C. Metropolitan Police Department, any contact with the Fire and EMS (FEMS) Department, or defects in any equipment including but not limited to fires, tampering, damaged/leaking batteries, electrical issues, and charging issues.
23. Permit holder shall provide FEMS with procedures to disable a shared motor-driven cycle in the event the vehicle is involved in a crash.

24. Within thirty (30) calendar days of receipt of a Permit, permit holder shall file an operational plan with DDOT. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.
 - b. Communication methods for educating users about safe operations and proper parking.
 - c. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained, including testing for tampering, and identifying battery risk events.
 - d. Procedures for responding to extreme weather events, special events, or other exigent circumstances.
 - e. Procedures for responding to complaints.
 - f. Procedures for ensuring availability of shared motor-driven cycles in each Ward.
 - g. Procedures for ensuring global battery safety practices, including disposal and any contracts in place for disposal

B. Parking

1. All shared motor-driven cycles must be parked:
 - a. In the parking lane, and in compliance with all applicable signage, pavement markings, and regulations that control the parking of vehicles in the public right-of-way.
 - b. To maintain unimpeded access to entrances to private property or driveways.
 - c. To maintain unimpeded access and restrict parking at least 30 feet preceding Metrobus and Circulator stops in the direction of traffic. To maintain unimpeded access to DC Streetcar rail, stops, and shelters.
 - d. To maintain unimpeded access to vehicular travel areas for any vehicle.
 - e. To ensure the vehicle remains upright.
2. Shared motor-driven cycles may not be parked at any time:
 - a. Where parking is prohibited;
 - b. On any emergency routes during declared emergencies;
 - c. In a bicycle lane;
 - d. On sidewalks;
 - e. In conflict with the street sweeping program; or
 - f. In a commercial loading zone or Pick-Up/Drop-Off Zone.
3. Shared motor-driven cycles may not be parked at the end of any trip:
 - a. On a.m./p.m. rush hour restricted streets, regardless of the day or time of day;
 - b. In any reserved ADA parking space; or
 - c. On a block where a bus lane exists, regardless of the day or time of day.
4. Permit holder will use all its communication platforms to educate users on proper shared motor-driven cycle parking and will incentivize proper parking.
5. Permit holder will remove improperly parked shared motor-driven cycles in accordance with District law and without prior notice from the District.
6. When a shared motor-driven cycle is incorrectly parked (i.e. violates any term of paragraph 1, 2 or 3 of this section), permit holder shall move that shared motor-

driven cycle within two (2) hours of notification, including notifications through its communication platforms. In the case when a shared motor-driven cycle is parked in a bicycle lane, Metrobus, Streetcar, or Circulator bus stop zone or when a shared motor-driven cycle is parked in violation of a rush hour restriction (i.e. parked on a roadway with a posted parking prohibition in effect during the hours of 7 am to 9:30 am or 4 pm to 6:30 pm or 7 am to 7 pm and the vehicle is parked during these hours) or a block with a bus lane, permit holder shall move that shared motor-driven cycle within one half hour (1/2 hour or 30 minutes) of notification.

7. If a shared motor-driven cycle has not moved from the same location for five (5) consecutive days, permit holder shall relocate the vehicle to another block face.
8. Permit holder shall not allow parking of shared motor-driven cycle vehicles or trips to terminate on property that is not public right-of-way within the jurisdiction of the District, without the consent of the property owner.

C. Distribution of Shared Motor-driven Cycles

1. Permit holder shall make shared motor-driven cycles available to all in the District and maintain shared motor-driven cycles in each Ward.
2. The permit holder shall balance its fleet of vehicles by having at least two percent (2%) of the available fleet or eight (8) vehicles, whichever is the larger number, in each Ward. To account for the time required to move shared motor-driven cycles, the permit holder shall have a maximum of two (2) consecutive hours with less than eight (8) vehicles or two percent (2%) of vehicles, whichever is larger, in a Ward.
3. Permit holder shall not charge customers at a more expensive rate for rental of shared motor-driven cycles, or impose an additional fee, regardless of the trip origin and destination within the District, provided the trip's origin and destination are within the permitted service area. This provision shall not be construed to prohibit user incentives for active rebalancing of shared motor-driven cycles. This provision shall also not be construed to prohibit user incentives for parking in future preferred "hubs," so long as at least one such hub is available in each Ward of the District.
4. Permit holder will relocate motor-driven cycles to eliminate an over-concentration within two (2) hours if notified by the District of public access or safety concerns.
5. Permit holder shall maintain staffed operations located within the District for the purpose of shared motor-driven cycle maintenance and rebalancing at all times motor-driven cycles are available for customers' use.
6. Permit holder's required service area shall include the entirety of the District of Columbia but excluding federal land, private land, and National Park Service land. Permit holder shall immediately serve the entire required service area upon the first day of permitted operations and for the entirety of the time period for which this permit is valid. See Attachment A for a visualization of the required service area and the current federal land and National Park Service land in the District of Columbia.

D. Payment Options

1. Permit holder agrees to conduct a marketing campaign at its own cost in Equity Emphasis Areas to promote the use of shared motor-driven cycles.
2. Permit holder shall comply with Payment Card Industry Data Security Standards.
3. Permit holder is encouraged to maintain a multilingual website with languages identified in the District of Columbia Language Access Act of 2004.

E. Permit Fees and Performance Bond

1. Permit holder agrees to provide a ten thousand dollar (\$10,000) refundable bond or other security acceptable to the Director, to be retained by the Department in the event the permit holder fails to remove from the public right-of-way vehicles that are unsafe, unpermitted, or abandoned, or if the District shall remove, relocate, impound, or store motor-driven cycle vehicles due to improper parking, safety hazards, or any other violation of these regulations or the terms and conditions of these terms and conditions.
2. The Director may require compensation from the balance of Permit holder's bond to recover all costs and penalties. The Director shall provide written notice to the Permit holder stating the reasons for compensation and the amount of compensation required and advising the Permit holder that any objection must be submitted, in writing, no later than seven (7) calendar days after the date of the written notice. The Director shall provide a notice of reconsideration in writing, and shall send such notice to the Permit holder ten (10) calendar days before the Director initiates withdrawal from the security bond, if applicable.

F. Data

1. Permit holder shall provide a publicly accessible application program interface, clearly posted on the company's website that shows, at minimum, the current location of any motor-driven cycle available for rental at all times.
2. A smart phone-based application used to rent motor-driven cycles does not qualify as a publicly accessible application program interface.
3. Data shall be provided in compliance with the Generalized Bikeshare Feed Specification (GBFS) v1.0. To account for the nature of the vehicles covered by this permit, the following clarifications and modifications are accepted to the GBFS:
 - a. There are no "stations" in the parlance of GBFS. As such, station_status.json should return an empty list ([]) and station_information.json should return an empty list ([]).
 - b. free_bike_status.json is required.
 - c. The field "vehicle_type" shall be added to the public API to describe the vehicle type. This may be either "motor-driven cycle" or another type of permitted vehicle that must be specified.

4. The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface. Moreover, the provider should provide access on average of at least 50 requests an hour.
5. A private API with appropriate authentication for DDOT shall be made available that follows the same format of GBFS version 1.0 and produces the extra endpoint called `all_bike_status.json`. This describes both vehicles that are stationary and those that are in use or on an active ride. This file is identical to `free_bike_status.json` but includes the additional fields:
 - a. `in_use` (boolean): Whether the vehicle is currently in use or not;
 - b. `is_unavailable` (boolean): Whether the vehicle is no longer available due to maintenance or equipment issues;
 - c. `idle_time` (float): The time in seconds since the vehicle was last in use;
 - d. `battery_pct` (float): The percent of battery charge for the vehicle, expressed between 0 and 1.
 - e. To protect customer privacy, vehicle locations should not be included for vehicles on an active ride.
 - f. Persistent vehicle ID numbers must be provided.
6. If the operator operates more than one type of vehicle, they must provide a separate GBFS version 1.0 API as well as the private API per vehicle type. Providers must inform DDOT to which vehicle type each API corresponds.
7. Permit holder shall make reasonable efforts to cooperate with DDOT on research activities to evaluate and identify improvements to the motor-driven cycle program.
8. DDOT reserves the right to require the permit holder to provide data in MDS format.

G. Reporting

1. Permit holder shall provide a monthly report within five (5) business days of the end of the month. The report shall be composed of five (5) RFC 4810-compliant, UTF-8 encoded CSVs. All datetimes should be UTC ISO 8601-compliant datetimes, i.e., formatted as YYYY-MM-DDTHH:MM:SSZ, and should be accurate to at least the minute. All latitudes and longitudes must be provided to five decimal points and distances to at least two decimal points. The CSV databases shall provide:
 - a. Aggregated user data in “[YYYY-MM]_[operator]_users.csv.” “Users.csv” shall consist of one line per active user with the following headers (a user is “active” if they make at least one trip in the month in question):
 - i. `user_id` (string): A unique identifier for the user. This shall not be directly linked or traceable to PII captured by the company.
 - ii. `num_trips` (integer): The number of trips the user took in the month.

- iii. mean_trip_length (float): The mean length of trips taken by the user in the month in miles.
 - iv. median_trip_length (float): The median length of trips taken by the user in the month in miles.
 - v. std_trip_length (float): The standard deviation of the length of trips taken by the user in the month in miles.
- b. Aggregated vehicle data in “[YYYY-MM]_[operator]_vehicles.csv.” “Vehicles.csv” shall consist of one line per vehicle in fleet with the following headers:
 - i. vehicle_id (string): A unique identifier for the vehicle.
 - ii. entered_service (datetime): The date and time that the vehicle first entered service.
 - iii. num_days_in_service (float): The number of days the vehicle was in service during the month in question, including days when no rides were taken.
 - iv. mean_trip_length (float): The mean length of trips taken on the vehicle in the month in miles.
 - v. median_trip_length (float): The median length of trips taken on the vehicle in the month in miles.
 - vi. std_trip_length (float): The standard deviation of the length of trips taken on the vehicle in the month.
 - vii. maintenance (integer): The number of instance that the vehicle was removed from service for maintenance during the month in question.
 - viii. exit_service (datetime): The date and time that the vehicle exited service and was decommissioned. If the vehicle has not been decommissioned, this field is “null.”
- c. Aggregated trip data in “[YYYY-MM]_[operator]_trips.csv.” “Trips.csv” shall consist of one row per trip taken during the relevant month with the following headers:
 - i. trip_id (string): A unique identifier for the trip.
 - ii. vehicle_id (string): Vehicle identifier for the trip. Should appear in vehicles.csv.
 - iii. start_lat (float): The starting latitude of the trip.
 - iv. start_lon (float): The starting longitude of the trip.
 - v. end_lat (float): The ending latitude of the trip.
 - vi. end_lon (float): The ending longitude of the trip.
 - vii. start_time (datetime): The date and time the trip started.
 - viii. end_time (datetime): The date and time the trip ended.
 - ix. trip_length (float): The length of the trip in miles.
- d. Records of waypoints from on-trip vehicles in “[YYYY-MM]_[operator]_waypoints.csv.” In “waypoints.csv” each row should

represent a waypoint. Waypoints should be provided at frequencies of no less than one per 90 seconds. This data can be provided in GeoJSON. Rows should have the following headers:

- i. trip_id (string): The id of the trip associated with the waypoint.
 - ii. lat (float): The latitude of the waypoint.
 - iii. lon (float): The longitude of the waypoint.
 - iv. time (datetime): The date and time of the waypoint.
2. If a trip spans a month boundary, please include it in the report for the month it started in. That is, if a trip started at 2018-02-28T23:55:01Z and ended at 2018-03-01T00:05:43Z, please include it in the February report and not the March report.
3. Permit holders shall provide a summary report titled “[YYYY-MM]_[operator]_summary.csv.” “Summary.csv” shall consist of one row of data for the relevant month with the following headers:
 - a. total_trips (integer): The total number of trips.
 - b. total_vehicles (integer): The total number of vehicles in fleet.
 - c. nonoperational_LS (integer): The total number of vehicles removed from service because of theft or property loss.
 - d. nonoperational_M (integer): The total number of vehicles removed from service because of maintenance.
 - e. M_lights (integer): The total of instances that lights or the lighting system were repaired on vehicles.
 - f. M_wheeltire (integer): The total of instances that wheels or tires were repaired on vehicles.
 - g. M_seat (integer): The total of instances that seats were repaired on vehicles.
 - h. M_brakes (integer): The total of instances that brakes or the braking system were repaired on vehicles.
 - i. M_frame (integer): The total of instances that frames (including handle bars and pedals) were repaired on vehicles.
 - j. M_gearsystem (integer): The total of instances that gears and the gear system were repaired on vehicles.
 - k. M_lock (integer): The total of instances that locks and the locking system were repaired on vehicles.
 - l. M_battery (integer): The total of instances that batteries and power systems were repaired or replaced on vehicles. This does not include charging.
 - m. M_otherrepair (integer): The total of instances that other repairs not specified were completed on vehicles.
4. Permit holders must also provide:
 - a. Monthly safety reports on any crashes involving permit holder’s fleet. The reports shall include the date and time of the incident, vehicle ID, location of incident (geo coordinates), traveling path of vehicle (sidewalk, bike lane, travel lane), the severity of the incident (fatality, hospitalized injury, unhospitalized

- injury, and/or property damage), if an electrified vehicle was involved, and if an Metropolitan Police Department crash report was filed. A brief narrative should accompany the report. When available, the speed of all vehicles involved in the crash shall also be provided.
- b. Monthly parking reports that detail the instances of illegal parking. This report shall include the date and time of each parking complaint, the location (geo-coordinates), the type of complaint (e.g. parking on the sidewalk, obstructing a curb ramp, parking illegally in a no parking zone, parking on private property or federal land, etc.) and the time to remedy the complaint.
5. During the permit period, DDOT may require the permit holder to conduct a member survey. Survey questions shall be submitted to DDOT for review prior to initiating the survey. Survey results shall be shared with DDOT.
 6. Permit holder agrees that DDOT may use a third-party researcher to evaluate the Motor-driven cycle Vehicle Sharing program.
 7. Permit holder agrees to complete a DDOT questionnaire that describes the basic technological requirements of the permit holder's operating model, including but not limited to the specification of geolocation technology used, where geolocation hardware is located on the vehicle, and whether or not a customer's smartphone geolocation capability is necessary to locate the permit holder's vehicles.
 8. Permit holder must provide geographic data identifying its staging areas for shared motor-driven cycles from the prior month of operations. This data should be provided in GeoJSON.
 9. Permit holder will submit, within ten (10) business days after July 1, 2020, a narrative report describing key aspects of its operations, including:
 - a. Monthly average trip length per vehicle;
 - b. Monthly average number of rentals per vehicle, per day;
 - c. Monthly and year-to-date total number of crashes involving permit holder's fleet;
 - d. Monthly and year-to-date total number of total instances of illegal parking and the nature of the instances;
 - e. Monthly average of deployed fleet size and feedback on the fleet size restrictions;
 - f. Any operational challenges faced; and
 - g. Any additional comments or information the permit holder would like to share with the agency.

H. Criminal Investigation

1. In the event a permit holder's motor-driven cycle vehicles are involved in criminal activity, permit holder will provide the D.C. Metropolitan Police Department with any available data pertaining to the recent locations of motor-driven cycle vehicles and customer information pertaining to recent rentals of motor-driven cycle vehicles. Information requested will be subject to District and federal law as appropriate.
2. For emergency cases involving the imminent threat of death or serious physical injury to any person or place, the permit holder must have an established Emergency Disclosure Request process to allow the release of data and customer information to a law enforcement agency.

I. Insurance

1. **GENERAL REQUIREMENTS.** The Permit holder at its sole expense shall procure and maintain, during the entire period of performance under these terms and conditions, the types of insurance specified below. The Permit holder shall have its insurance broker or insurance company submit a Certificate of Insurance to DDOT's Contact giving evidence of the required coverage prior to commencing performance under these terms and conditions. The Permit holder shall not use the public right-of-way on a non-exclusive basis for the rental of shared motor-driven cycles until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by DDOT's Contact. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Permit holder as an additional insureds for claims against The Government of the District of Columbia relating to these terms and conditions, with the understanding that any affirmative obligation imposed upon the insured Permit holder (including without limitation the liability to pay premiums) shall be the sole obligation of the Permit holder, and not the additional insured. The additional insured status under the Permit holder's Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DDOT's Contact in writing. All of the Permit holder's liability shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance,

including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Permit holder or anyone for whom the Permit holder may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Permit holder maintains broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permit holder.

- a. Commercial General Liability Insurance (“CGL”) - The Permit holder shall provide evidence satisfactory to DDOT’s Contact with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DDOT’s Contact in writing), covering liability for all ongoing and completed operations of the Permit holder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The Permit holder should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

- b. Commercial Umbrella or Excess Liability - The Permit holder shall provide evidence satisfactory to the DDOT Contact of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Permit holder’s umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must

be amended in accordance with this requirement and principles of vertical exhaustion.

2. **PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

3. **DURATION.** At all times during the terms of the Permit, the Permit holder shall carry all required insurance.

4. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PERMIT HOLDER'S LIABILITY UNDER THESE TERMS AND CONDITIONS.**

5. **PERMIT HOLDER'S PROPERTY.** Permit holders are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

6. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds.

7. **NOTIFICATION.** The Permit holder shall ensure that all policies provide that The Government of the District of Columbia shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Permit holder shall provide The Government of the District of Columbia with ten (10) days prior written notice in the event of non-payment of premium. The Permit holder will also provide The Government of the District of Columbia with an updated Certificate of Insurance should its insurance coverages renew during the term of the PROW OP.

8. **CERTIFICATES OF INSURANCE.** The Permit holder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to the use of the public right-of-way for the rental of shared motor-driven cycles. Certificates of insurance must reference the corresponding permit number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of DDOT's Contact:

Joseph Kerwin

55 M Street, SE
Suite 400
Washington DC 20003
202-713-2224 (primary)
joseph.kerwin@dc.gov

DDOT's Contact may request and the Permit holder shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Permit holder expires prior to completion of the PROW OP, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DDOT's Contact prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DDOT's Contact on an annual basis as the coverage is renewed (or replaced).

9. **DISCLOSURE OF INFORMATION.** The Permit holder agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of the Permit holder's, its agents, employees, or servants use of the public right-of-way.
10. **CARRIER RATINGS.** All Permit holder's insurance required in connection with these terms and conditions shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

J. Indemnification

1. Permit holder shall defend, indemnify and hold harmless the District, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of the public right-of-way by Permit holder's vehicles, provided that Permit holder shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them.
2. Permit holder also agrees to hold harmless the District and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to Permit holder's use of the public space, public right-of-way, or public structure.

K. Advertising

1. Permit holder shall not advertise or publish DDOT or the District government's participation in or endorsement of the program in Permit holder's marketing or promotional materials without DDOT's prior written consent.
2. Permit holder shall not utilize its vehicles for the sale or display of third-party advertising.

L. Anti-competitive behavior

Permit holder agrees not to engage in anti-competitive behavior with other motor-driven cycle sharing vehicle operators, including falsifying data and sabotaging vehicles.

M. Revocation of Permit

1. DDOT may revoke the Permit holder's permit for failure to comply with any of these terms and conditions.
2. In the event DDOT revokes the Permit holder's permit, Permit holder shall remove its vehicles from public space within fifteen (15) business days. DDOT may impound vehicles that are not removed from public space by the end of the fifteen (15) business day period.
3. DDOT, in its sole discretion and without prior notice, may remove motor-driven cycle sharing vehicles from the public right-of-way if an emergency arises. In such instances, DDOT will attempt to notify the permitted operator as soon as reasonably practicable thereafter.

Article III. Key Officials and Contact Persons

All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed via first class mail or emailed to the addresses below:

For DDOT

KEY OFFICIAL

Jeffrey Marootian, Director 55 M Street, SE Suite 400 Washington DC 20003 202-671-2740 (office) 202-671-0617 (fax) jeff.marootian@dc.gov	_____ _____ _____ _____ _____
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For Permit Holder

KEY OFFICIAL

CONTACT PERSON

CONTACT PERSON

Joseph Kerwin 55 M Street, SE	_____ _____
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Suite 400 Washington DC 20003 202-713-2224 (primary) joseph.kerwin@dc.gov	<hr/> <hr/> <hr/> <hr/>
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Permit holder may change the persons, addresses, and numbers for receipt of notices, requests, modifications and other communications by written notice to DDOT at the last noticed address.

Article IV. Effective Date, Term of Permit, and Modification

- A. The Permit shall be effective on **[DATE SIGNED]** and shall remain in effect until September 30th, 2020.
- B. Any modification of the permit shall be valid only if approved by DDOT in writing.

Article V. Required and Standard Clauses

- A. **Monitoring and Records**. Permit holder will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. DDOT shall maintain records of all actions taken pursuant to the permit and these terms and conditions and shall make records available to Permit holder for inspection, if requested.
- B. **Assignment**. No transfer or assignment of the permit, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by DDOT.
- C. **Confidential Information**. DDOT and Permit holder will use, restrict, safeguard and dispose of all information related to the permit and these terms and conditions, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either DDOT or Permit holder in the performance of responsibilities associated with the permit and these terms and conditions shall remain the property of DDOT.

Article VI. Affirmations

- A. **Authority**. Permit holder has the power to enter into these terms and conditions and to undertake the implementation of the permit contemplated herein and the undersigned has full power, authority and legal right to enter into these terms and conditions and to commit the permit holder to undertake the implementation of the permit contemplated herein.
- B. **Tax Certificate**. Permit holder certifies that it has paid all of its taxes and is in good standing with the Office of Tax and Revenue as of the date of this Agreement and has a Clean Hands Certificate from the Office of Tax and Revenue dated this year.

- C. **Good Standing**. Permit holder certifies that it is in good standing with the Department of Consumer and Regulatory Affairs and has a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs dated this year.

Article VII. Termination

Notwithstanding the provisions in Article III and the Revocation clause of the permit, DDOT may terminate the permit and these terms and conditions in whole or in part by giving reasonable advance written notice to Permit holder.

[The rest of this page is left intentionally blank. Signatures are listed on the next page.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date specified below. By signing below, Permit holder agrees to be bound by these terms and conditions.

By: _____ Date: _____

Printed Name: _____

Authorized Representative: [PH NAME]

By: _____ Date: _____

Printed Name: _____

Authorized Representative: [PH NAME]